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March 21, 1995

MAY 24 12:50

RECEIVED
DEPT. OF JUSTICE
CRIMINAL DIVISION

LOS ANGELES, CALIFORNIA

TOKYO, JAPAN

Mr. N. Murat Ersavci
Senior Advisor to the
Prime Minister of Turkey
Office of the Prime Minister
Ankara, Turkey

Dear Murat Bey:

We are very pleased that the Republic of Turkey, acting through the Office of the Senior Advisor to the Prime Minister, has engaged Arnold & Porter (the "Firm") effective as of April 1, 1995, for a term of one year concluding March 31, 1996, to provide ongoing advisory services to it in connection with the public affairs, public relations, and governmental relations, including trade and investment relations, activities being conducted in the United States by the firms engaged by Turkey to provide services in these areas. The purpose of this letter is to set forth our mutual understanding as to the basis on which our fees and related expenses will be charged with respect to this matter.

1. Consultant. At your request, we will retain on your behalf Harriet Mouchley-Weiss of Strategy XXI Group to assist in providing the advisory services described herein.

2. Fees. We agree to provide our services for a total annual fee of two hundred thousand dollars. In addition, included will be out-of-pocket expenses incurred in your behalf.

3. Payment for Fees and Expenses. The annual fee is payable in no more than two equal installments. The first installment is due on April 1, 1995, and the second installment is due on October 1, 1995.

4. Periodic Review. We will review with you periodically actual cost experience for providing the services under this Agreement including, but not limited to, at the end of the three months following the execution of this Agreement. Based on that review and

ARNOLD & PORTER

Mr. N. Murat Ersavci

March 21, 1995

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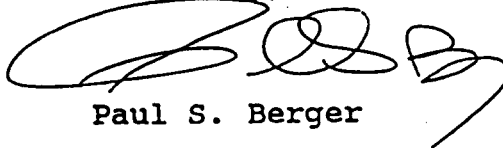
the then anticipated requirements, together we will examine whether any adjustments of the services performed or of the fixed fee amount, upward or downward, would be appreciated.

* * *

If you have any questions about the terms of the engagement as described above, I hope you will feel free to raise them with me as soon as possible and that you will feel equally free to raise promptly with me any questions you have about our statements. If the terms of the engagement are acceptable to you, I would appreciate it if you would sign and return to me the enclosed copy of this letter, evidencing the Republic's agreement to those terms.

Once again, let me say how pleased we are that you have engaged Arnold & Porter in this matter.

Sincerely,



Paul S. Berger

ACCEPTED AND AGREED TO:

REPUBLIC OF TURKEY

By: _____

N. Murat Ersavci

Title: Senior Advisor to the Prime Minister of Turkey

Date: _____

21. III . 1995